

# RECORD REPRODUCTION COVER SHEET

The attached records are:

**Releasable** to the Public

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**Denied** to the Public

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Subject:

F33657-02-C-0017

FOIA Control Number:

02-543LK

Date Reproduced:

11/25/02



DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS 88TH AIR BASE WING (AFMC)  
WRIGHT-PATTERSON AIR FORCE BASE OHIO

9 2 NOV 2002

88 ABW/JA  
5135 Pearson Road RM 129  
Wright-Patterson AFB OH 45433-5321

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This is in response to your 19 September 2002 Freedom of Information Act (FOIA) request for Boeing contract F33657-02-C-0017, including all attachments and exhibits. The FOIA control number assigned to this request is 02-543LK.

The records you have requested are partially exempt from disclosure. Portions of the information you requested contain commercial and financial information submitted by a person or entity outside the Federal Government on a privileged or confidential basis. If released, it is likely to cause substantial competitive harm to the submitter of the information or impair the government's future ability to obtain necessary information. The authority for this exemption may be found in the United States Code, Title 5, Section 552(b)(4).

The following records are releasable, and are attached:

SF Form 1449  
Contract Line Items - Supplies or Services (excluding Pricing Information)  
FAR and DFARS Clauses -- SF1449 Addendum  
Attachment 1, Statement of Work  
Attachment 6 Contract Security DD Form 254  
Attachment 8, Leased Aircraft  
Exhibit A, Contractor Data Requirements List

The Government considers the following sections of the basic contract and modifications to be exempt from disclosure under The Freedom of Information Act (FOIA), 5 U.S.C. 522 (b)(4), because the documents contain privileged and Confidential Business and Financial Information obtained from a non-U.S. Government source. The release of this information is prohibited by the Trade Secrets Act, 18 U.S.C 1905.

Contract Line Item Prices and other pricing information  
Attachment 2, Contract Clauses, Addenda to FAR 52.212.4  
Attachment 3, C-40 Completion Specification D766-23300-1  
Attachment 4, Lease Payment Schedule  
Attachment 5, Configuration and Support Alternatives List  
Attachment 7, Stipulated Loss Values

If you decide to appeal this decision, write to the Secretary of the Air Force within 60 calendar days from the date of this letter. Include in the appeal your reasons for reconsideration and attach a copy of this letter. Please address your letter as follows:

Secretary of the Air Force  
THRU: 88 CG/SCCM (FOIA)  
Bldg 676 Rm 150  
2435 5<sup>th</sup> Street  
Wright-Patterson AFB OH 45433-7802

Sincerely

  
MICHAEL L. SOLOFY, Colonel, USAF  
Staff Judge Advocate

3 Attachments

1. AFMC Form 556, Invoice
2. Your Request Letter
3. Released Records

FOIA 02-543LK  
F33657-02-C-0017  
Releasable Documents



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 17	
2. CONTRACT NO. F33657-02-C-0017		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME		9. TELEPHONE NUMBER (No collect calls)		6. SOLICITATION ISSUE DATE	
9. ISSUED BY: ASC/GRK		CODE: FA8625		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
USAF/AFMC AERONAUTICAL SYSTEMS CENTER (ASC) 2590 LOOP ROAD W, BLDG 558, RM 210 WRIGHT-PATTERSON AFB OH 45433-7142 BILL E. OSWALD III (937)255-1572 BILL.OSWALD@WPAFB.AF.MIL						12. DISCOUNT TERMS N	
15. DELIVER TO SEE SF1449 Continuation		CODE		16. ADMINISTERED BY DCMA SEATTLE CORPORATE CAMPUS EAST III 3009 112TH AVE NE SUITE 200 BELLEVUE WA 98004-8019 SCD: B PAS: (NONE)		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N 14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR THE BOEING COMPANY 7755 E MARGINAL WAY P.O. BOX 3999 SEATTLE WA 98124-2499 TELEPHONE NO. (405) 739-1168		CODE: 81205 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-DY/FP 1050 FORRER BLVD DAYTON OH 45420-1472		CODE: F03000	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See SF1449 Continuation (Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See SF1449 Continuation						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-3 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) BILL E. OSWALD III		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						37. CHECK NUMBER	
38. SR ACCT NUMBER		39. SR VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
				42c. DATE RECD (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p><i>Noun:</i> PREPARATION/DELIVERY OF AIRCRAFT TO BE LEASED</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i> The Contractor shall prepare and deliver for lease four C-40 Series Aircraft in accordance with the Contractor's Statement of Work, Attachment 1 hereto and revisions thereto, with the applicable portions of the Contractor's Specifications incorporated in Attachment 3 hereof, and with Special Contract Clause C-006, Lease of Aircraft; Clause C-111, Changes to Specification; and Clause C-112 Federal Aviation Administration Requirements and Certificates. If the subject contract is terminated, termination payments shall be paid in accordance with Contract Clause C-005, Cancellation of Aircraft Lease. Aircraft shall be delivered under the following subCLINS:</p>		
0001AA	<p><i>Noun:</i> PREPARATION AND DELIVERY OF AIRCRAFT #1</p> <p><i>ACRN:</i> AA</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i> The Contractor shall prepare and deliver one C-40 aircraft in accordance with the descriptive data of CLIN 0001 above.</p>	1 Each	
0001AB	<p><i>Noun:</i> PREPARATION AND DELIVERY OF AIRCRAFT #2</p> <p><i>ACRN:</i> AA</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i> The Contractor shall prepare and deliver one C-40 aircraft in accordance with the descriptive data of CLIN 0001 above.</p>	1 Each	



ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001AC	OPTION CLIN		
	<i>Noun:</i> PREPARATION AND DELIVERY OF AIRCRAFT #3 <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The Contractor shall prepare and deliver one C-40 aircraft in accordance with the descriptive data of CLIN 0001 above.		
0001AD	OPTION CLIN		
	<i>Noun:</i> PREPARATION AND DELIVERY OF AIRCRAFT #4 <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i> The Contractor shall prepare and deliver one C-40 aircraft in accordance with the descriptive data of CLIN 0001 above.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0002

1

Lot

*Noun:* LEASE OF AIRCRAFT #1  
*ACRN:* 9  
*NSN:* N - Not Applicable  
*Contract type:* J - FIRM FIXED PRICE  
*Inspection:* SOURCE  
*Acceptance:* SOURCE  
*FOB:* SOURCE

*Descriptive Data:*

In accordance with Contractor's Statement of Work, Attachment 1 hereof; the Contract Terms and Conditions hereto; the applicable portions of the Contractor's Specifications, Attachment 3 hereof; PL 107-117 Section 8159; and OMB Circular A-11, the Contractor shall lease one C-40 Series Aircraft. Lease aircraft payments for the aircraft shall be made in advance in accordance with clause C-107 and C-014, Attachment 2 hereof. This CLIN will be funded over the lease term through Info SubCLINs that will be established as the lease is funded. The contractor will bill in accordance with C-107 and Attachment 4 hereof. If the subject contract is terminated, termination payments shall be paid through this CLIN as funded in the SubCLINs in accordance with Contract Clause C-005, Cancellation of Aircraft Lease.

The total lease payments for this aircraft for the entire lease term is

000201

*Noun:* Funding Info Only  
*ACRN:* AA

*Descriptive Data:*

Funding included on this SubCLIN will cover either rent payments or cancellation charges for this aircraft if the lease is terminated in accordance with C-005. The contractor shall be paid in accordance with C-107. In the event the lease is not terminated, the Contractor will be paid with the oldest funds first.



ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0003

1

Lot

*Noun:* LEASE OF AIRCRAFT #2  
*ACRN:* 9  
*NSN:* N - Not Applicable  
*Contract type:* J - FIRM FIXED PRICE  
*Inspection:* SOURCE  
*Acceptance:* SOURCE  
*FOB:* SOURCE

*Descriptive Data:*

In accordance with Contractor's Statement of Work, Attachment 1 hereof; the Contract Terms and Conditions hereto; the applicable portions of the Contractor's Specifications, Attachment 3 hereof; PL 107-117 Section 8159; and OMB Circular A-11, the Contractor shall lease one C-40 Series Aircraft. Lease aircraft payments for the aircraft shall be made in advance in accordance with clause C-107 and C-014, Attachment 2 hereof. This CLIN will be funded over the lease term through Info SubCLINs that will be established as the lease is funded. The contractor will bill in accordance with C-107 and Attachment 4 hereof. If the subject contract is terminated, termination payments shall be paid through this CLIN as funded in the SubCLINs in accordance with Contract Clause C-005, Cancellation of Aircraft Lease.

The total lease payments for this aircraft for the entire lease term is

000301

*Noun:* Funding Info Only  
*ACRN:* AA

*Descriptive Data:*

Funding included on this SubCLIN will cover either rent payments or cancellation charges for this aircraft if the lease is terminated in accordance with C-005. The contractor shall be paid in accordance with C-107. In the event the lease is not terminated, the Contractor will be paid with the oldest funds first.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0004


## OPTION CLIN

*Noun:* LEASE OF AIRCRAFT #3  
*NSN:* N - Not Applicable  
*Contract type:* J - FIRM FIXED PRICE  
*Inspection:* SOURCE  
*Acceptance:* SOURCE  
*FOB:* SOURCE

*Descriptive Data:*

In accordance with Contractor's Statement of Work, Attachment 1 hereof; the Contract Terms and Conditions hereto; the applicable portions of the Contractor's Specifications, Attachment 3 hereof; PL 107-117 Section 8159; and OMB Circular A-11, the Contractor shall lease one C-40 Series Aircraft. Lease aircraft payments for the aircraft shall be made in advance in accordance with clause C-107 and C-014, Attachment 2 hereof. This CLIN will be funded over the lease term through Info SubCLINs that will be established as the lease is funded. The contractor will bill in accordance with C-107 and Attachment 4 hereof. If the subject contract is terminated, termination payments shall be paid through this CLIN as funded in the SubCLINs in accordance with Contract Clause C-005, Cancellation of Aircraft Lease.

The total lease payments for this aircraft for the entire lease term is



0005


## OPTION CLIN


*Noun:* LEASE OF AIRCRAFT #4  
*NSN:* N - Not Applicable  
*Contract type:* J - FIRM FIXED PRICE  
*Inspection:* SOURCE  
*Acceptance:* SOURCE  
*FOB:* SOURCE

*Descriptive Data:*

In accordance with Contractor's Statement of Work, Attachment 1 hereof; the Contract Terms and Conditions hereto; the applicable portions of the Contractor's Specifications, Attachment 3 hereof; PL 107-117 Section 8159; and OMB Circular A-11, the Contractor shall lease one C-40 Series Aircraft. Lease aircraft payments for the aircraft shall be made in advance in accordance with clause C-107 and C-014, Attachment 2 hereof. This CLIN will be funded over the lease term through Info SubCLINs that will be established as the lease is funded. The contractor will bill in accordance with C-107 and Attachment 4 hereof. If the subject contract is terminated, termination payments shall be paid through this CLIN as funded in the SubCLINs in accordance with Contract Clause C-005, Cancellation of Aircraft Lease.

The total lease payments for this aircraft for the entire lease term is



ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0006	<i>Noun:</i> AIRCRAFT INSURANCE <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Payment for commercial aviation insurance in accordance with C-109 as implemented in C-007, Attachment 2 hereto		
0006AA	<i>Noun:</i> AIRCRAFT INSURANCE FOR 2002 <i>ACRN:</i> AA <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> DESTINATION <i>Acceptance:</i> DESTINATION <i>FOB:</i> DESTINATION <i>Descriptive Data:</i> Insurance through February 2003.	1 Lot	
0006AB	RESERVED CLIN <i>Noun:</i> AIRCRAFT INSURANCE FOR 2003 <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Payment of insurance for 2003		
0006AC	RESERVED CLIN <i>Noun:</i> AIRCRAFT INSURANCE FOR 2004 <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Payment of insurance for 2004		
0006AD	RESERVED CLIN <i>Noun:</i> AIRCRAFT INSURANCE FOR 2005 <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Payment of insurance for 2005		
0006AE	RESERVED CLIN <i>Noun:</i> AIRCRAFT INSURANCE FOR 2006 <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Payment of insurance for 2006		



ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0006AF	RESERVED CLIN  <i>Noun:</i> AIRCRAFT INSURANCE FOR 2007 <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Payment of insurance for 2007		
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0006AG	RESERVED CLIN  <i>Noun:</i> AIRCRAFT INSURANCE FOR 2008 <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> Payment of insurance for 2008		
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ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
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0001AA	<i>Noun:</i> PREPARATION AND DELIVERY OF AIRCRAFT #1 <i>ACRN:</i> AA <i>Descriptive Data:</i> Delivery shall be in accordance with C-104, Commercaill Delivery, Attachment 2 hereof.	1	U		30	DARO
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0001AB	<i>Noun:</i> PREPARATION AND DELIVERY OF AIRCRAFT #2 <i>ACRN:</i> AA <i>Descriptive Data:</i> Delivery shall be in accordance with C-104, Commercaill Delivery, Attachment 2 hereof.	1	U		30	DARO
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0002	<i>Noun:</i> LEASE OF AIRCRAFT #1 <i>ACRN:</i> 9 <i>Descriptive Data:</i> Lease payments shall be made in accordance with the applicable terms and conditions of the lease throughout the term of the lease.	1	U			ASREQ
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ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0003		1	U			ASREQ
	<i>Noun:</i> LEASE OF AIRCRAFT #2					
	<i>ACRN:</i> 9					
	<i>Descriptive Data:</i>					
	Lease payments shall be made in accordance with the applicable terms and conditions of the lease throughout the term of the lease.					
0006AA		1	U			ASREQ
	<i>Noun:</i> AIRCRAFT INSURANCE FOR 2002					
	<i>ACRN:</i> AA					
	<i>Descriptive Data:</i>					
	Insurance coverage through February 2003 in accordance with C-109 for aircraft leased under this contract.					

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
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AA

57 23010 112 3620 10C040 000000 00000 41314F 503000 F03000

Funding breakdown: On CLIN 0001AA: [REDACTED]

On CLIN 0001AB: [REDACTED]

On CLIN 000201: [REDACTED]

On CLIN 000301: [REDACTED]

On CLIN 0006AA: [REDACTED]

PRMIPR:

GGRC027200056 [REDACTED]

Descriptive data:

Funding included on this ACRN will fund basic rent or cancellation charges if the lease is cancelled. Basic Rent shall be paid in accordance with C-107 and Attachment 4 hereof and in accordance with the Contractor's commercial invoice. Funding also includes insurance.

b4



ADDENDUM

1. FAR 52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (Feb 2002)

52.212-4, Contract Terms and Conditions – Commercial Items is hereby tailored as follows:

(a) Paragraph (a), Inspection/Acceptance, tailored as follows: The Government/Lessee's right to inspect and test is limited as specified in [REDACTED]

(b) Paragraph (c), Changes, tailored as follows: Changes in the terms and conditions of this contract may be made only by written agreement of the parties, except as otherwise provided in [REDACTED]

(c) Paragraph (f), Excusable Delays, tailored as follows: This clause has been tailored by the incorporation of the excusable delay provisions of [REDACTED]

(d) Paragraph (h), Patent Indemnity, tailored as follows: This clause has been tailored by the incorporation of [REDACTED]

(e) Paragraph (j), Risk of Loss, tailored as follows: This clause has been tailored by the incorporation of [REDACTED]

(f) Paragraph (k), Taxes, tailored as follows: This clause has been tailored by the incorporation of [REDACTED]

(g) Paragraph (l), Termination for the Government Convenience, tailored as follows: The Government/Lessee reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contract shall be canceled in accordance with [REDACTED]. The Government/Lessee shall notify the Contractor at least one year prior to actual termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government/Lessee any right to audit the contractor's records.

(h) Paragraph (m), Termination for Cause, tailored as follows: Either Party may terminate this contract for cause in the event of default by the other Party, or if either Party fails to comply with a material contract term or condition or fails to provide the other Party, upon request, with adequate assurance of future performance. The parties' rights, remedies, and obligations, including that for wrongful declaration of default, shall be in accordance with law applicable to commercial contracts between private parties; provided that in the event of a material breach by the Government/Lessee, the Contractor shall be entitled to no less than that to which the Contractor would have been entitled in the event of cancellation by the Government/Lessee under [REDACTED] as at the date of such breach.

(i) Paragraph (n), Title, tailored as follows: Unless specified elsewhere in this contract, title to items furnished for purchase under this contract shall pass to the Government/Lessee upon acceptance, regardless of when or where the Government/Lessee takes physical possession. Additional tailoring provisions are set forth in [REDACTED]

(j) Paragraph (o), Warranty, tailored as follows: This clause has been tailored by the incorporation of [REDACTED]

ADDENDUM

(k) Paragraph (p), Limitation of Liability, tailored as follows: This clause has been tailored by the incorporation of Attachment 2, Clause C-011, Disclaimer and Release.

(l) Paragraph (s), Order of Precedence, tailored as follows: Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services (Section B); (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government/Lessee Contracts paragraphs of this clause; (3) addenda to this clause, including addenda contained in ATTACHMENT 2, (4) the clause at 52.212-5 and addenda; (5) addenda to this solicitation or contract including any license agreements for computer software; (6) solicitation provisions if this is a solicitation (7) other paragraphs of this clause; (8) the Standard Form 1449; (9) Other documents, exhibits, and attachments; and (9) the specification.

(m) New Paragraph (t) added to read: "Additional Contract Terms and Conditions are incorporated into the Contract in [REDACTED]" b4

**2. FAR 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Dec 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (12) 52.222-26, Equal Opportunity (FEB 1999)(E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). Regarding 52.222-19, the parties recognize that at contract award the items delivered under this contract are not covered by this clause.
- ☒ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☒ (26) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).



## ADDENDUM

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).

NOTE: Since 52.222-41, Service Contract Act of 1965, is not applicable to this contract, flowdown is not required.

### 3. FAR 52.250-01 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (Apr 1984)

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing--

(1) All or substantially all of the Contractor's business;



(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

(b) Under Public Law 85-804 (50 U.S.C 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against--

(1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;

(2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and

(3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

(c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for--

(1) Government claims against the Contractor (other than those arising through subrogation); or

(2) Loss or damage affecting the Contractor's property.

(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall--

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and

(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.



**4. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Jul 2002)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-03 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).

☒ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (Sep 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☒ 252.227-7015 Technical Data--Commercial Items (Nov 1995) (10 U.S.C. 2320).

☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).

☒ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410). In reference to the clause DFARS 252.243-7002, this clause applies to formal Requests for Equitable Adjustments, and does not apply to changes negotiated under paragraph (c) of clause 52.212-4 or other mutual agreements of the parties.



ADDENDUM

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☒ 252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

The parties agree that the conditions listed in 252.247-7024(b) to flowdown this clause to subcontractors do not exist under F33657-02-C-0017 and therefore the clause does not require flowdown. Further since 252.225-7014 is not included in the prime contract, there is no requirement to flowdown this clause to subcontractors.



CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS

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DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	4	09 SEP 2002	CONTRACT DATA REQUIREMENTS LIST
ATTACHMENT 1	2	27 MAR 2002	STATEMENT OF WORK
ATTACHMENT 2	23	15 SEP 2002	CONTRACT CLAUSES – ADDENDA TO FAR 52.212-4
ATTACHMENT 3	126	17 SEP 2002	AIRPLANE SPECIFICATION
ATTACHMENT 4	1	09 SEP 2002	LEASE PAYMENT SCHEDULE
ATTACHMENT 5	1	09 SEP 2002	CONFIGURATION ALTERNATIVES
ATTACHMENT 6	6	27 JUN 2002	CONTRACT SECURITY DD FORM 254
ATTACHMENT 7	1	09 SEP 2002	STIPULATED LOSS VALUE
ATTACHMENT 8	1	09 SEP 2002	IDENTIFICATION OF AIRCRAFT TO BE LEASED

## C-40 Lease

### Contract Data Requirements List CDRL Summary Exhibit A

<u>CDRL</u>	<u>DID</u>	<u>TITLE</u>	<u>SSS</u> <u>PARA</u>
A001	DI-MGMT-81453	Data Accession List (DAL)	
A002	DI-MISC-881174	Frequency Allocation Data	

## CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block F.

[illegible]



CDRL A001 SUPPLEMENTAL

- Site Activation Plan
- Pre Delivery Configuration Status Report
- Post Delivery Support Plan
- Minutes & Agendas

Once: 90 days before delivery

Once: 30 days before delivery

Initial 180 DAC, Update 330 DAC,

Final 395 DAC

As required

# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXHIBIT</b>		<b>C. CATEGORY:</b> TDP                      TM                      OTHER								
<b>D. SYSTEM/ITEM</b>  C-40		<b>E. CONTRACT/PR NO.</b>  F33657-02-C-0017		<b>F. CONTRACTOR</b>  Boeing								
<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> Frequency Allocation Data			<b>3. SUBTITLE</b>								
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-81174		<b>5. CONTRACT REFERENCE</b>			<b>6. REQUIRING OFFICE</b>							
<b>7. DD 250 REQ</b> N/A	<b>9. DIST STATEMENT REQUIRED</b>  B	<b>10. FREQUENCY</b> N/A	<b>12. DATE OF FIRST SUBMISSION</b> 90 days after C/A		<b>14. DISTRIBUTION</b>							
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> N/A	<b>13. DATE SUBSEQUENT SUBMISS</b> N/A		<b>b. COPIES</b>							
					<b>a. ADDRESSEE</b>	<b>Draft</b>	<b>Reg</b>	<b>Repro</b>				
<b>16. REMARKS (AT END OF LINE PRESS THE DOWN ARROW TO CONTINUE ON TO NEXT LINE)</b>  Block 4 DOD is tailored as follows: Block 10.2: Format and Content: Contractor format acceptable. Electronic format acceptable.					ASC/GRC	0	1	0				
					<b>G. PREPARED BY</b> Malinda Goforth		<b>H. DATE</b> / /		<b>I. APPROVED BY</b>		<b>J. DATE</b> / /	
					<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>					

DD FORM 1423-1, JUN 90

*Previous editions are obsolete*



## ATTACHMENT 1, STATEMENT OF WORK

### 1.0 Scope.

The Contractor shall manufacture, and the Government shall lease aircraft as provided under Section B of this contract. During the lease period, the Government shall purchase support for all lease aircraft under Contract F33657-01-D-0013.

The aircraft will be operated worldwide and have no combat mission.

### 2.0 Applicable Documents.

The following documents, incorporated by reference in Section D, Attachments 3 and 4 hereto, apply to this statement of work.

C-40 Series Configuration Collector Specification, D765-23100, as revised in accordance with the provisions of this contract.

### 3.0 Requirements.

The contract shall be performed in accordance with Contractor's commercial practices. This Statement of Work (SOW) identifies tasks relating to the procurement, manufacture, and delivery of the aircraft that are not specifically addressed in the applicable specifications. Data prepared pursuant to the specifications will be delivered in accordance with CDRL delivery instructions.

#### 3.1 Reserved.

#### 3.2 Reserved

#### 3.3 Reserved

#### 3.4 Management Processes

The Contractor shall operate in accordance with the Derivative Airplane Programs Program Execution Plan (PEP), after contract award, which outlines specific procedures and processes to be used by the IPTs on the program. Real time access to program management information shall be provided to the program offices. The Contractor shall have access to a video conferencing system.

##### 3.4.1 Program Management Reviews (PMRs).

The Contractor shall conduct and provide facilities for management team meetings, to be held quarterly, or at greater intervals if mutually agreed. The Contractor shall provide schedule and technical status at these reviews.

##### 3.4.2 Technical Interchange Meetings (TIMs).

The Contractor shall participate in and provide information and meeting facilities, agendas, and recording of minutes for all TIMs. The Contractor shall plan for TIMs as required to support the IPT approach to program management.

### 3.4.3 Security

- a. The Contractor shall meet the requirements of the National Industrial Security Program Operating Manual (NISPOM). Appropriate administrative procedures and controls are established to ensure that sensitive information, hardware, and areas involved in the design, development, manufacture, assembly and test of system elements are provided the required degree of protection. All appropriate personnel will be familiar with the provisions of Operations Security (OPSEC), Communications Security (COMSEC), and Computer Security (COMPUSEC). The aircraft will be produced as a standard production aircraft using established Boeing policies, procedures and disciplines. Specific reference to the customer or end user of the aircraft will be minimized as it proceeds through production. No identifying markings that call attention to the aircraft during production will be affixed until the aircraft is painted.
- b. All classified Automated Information System (AIS) processing, discussions, documentation, and other work will be conducted only in the contractor's (or supplier's) facilities which have been approved by the Defense Security Service (DSS). In addition, classified AIS processing will commence only following procedural approval by DSS as well as TEMPEST Vulnerability Assessment Request (TVAR) approval by the Contracting Officer.

### 3.5 Reserved



**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the DoD Industrial Security Manual apply  
to all security aspects of this effort.)*

**1. CLEARANCE AND SAFEGUARDING**

a. FACILITY CLEARANCE REQUIRED

Secret

b. LEVEL OF SAFEGUARDING REQUIRED

Secret

**2. THIS SPECIFICATION IS FOR: (X and complete as applicable)**

<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER F33657-02-C-0017      Exp Date: 31 Dec 2014
b. SUBCONTRACT NUMBER
c. SOLICITATION OR OTHER NUMBER      DUE DATE (YYYYMMDD)

**3. THIS SPECIFICATION IS: (X and complete as applicable)**

<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD) 20020627
b. REVISED (Supersedes all previous specs)      REVISION NO.      DATE (YYYYMMDD)
c. FINAL (Complete Item 5 in all cases)      DATE (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? ☐ YES ☒ NO. If Yes, complete the following:  
Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? ☐ YES ☒ NO. If Yes, complete the following:  
In response to the contractor's request dated \_\_\_\_\_, retention of the classified material is authorized for the period of \_\_\_\_\_

**6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)**

a. NAME, ADDRESS, AND ZIP CODE The Boeing Company Defense and Space Group PO Box 3707, M/S 4C-53 Seattle, WA 98124-2207	b. CAGE CODE 81205	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DSS West Region One World Trade Center Ste 622 Long Beach, CA 90831-0622
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**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE N/A	b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
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**8. ACTUAL PERFORMANCE**

a. LOCATION N/A	b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
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**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**

C-40C Aircraft programs are FAA Certified commercial passenger, Non-Developmental (NDI) Intercontinental aircraft.

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER (Specify) Notification of government security activity is required. See Addendum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>



12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (Specify)

ASC/PA  
1865 4th St., Ste 15  
Wright-Patterson AFB, OH 45433-6503

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) \* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

- a. The National Industrial Security Program Operating Manual (NISPOM), Jan 95, applies.
- b. Ref 10a: COMSEC Requirements apply. See DoD 5220-22A, 1 Oct 01, for details.
- c. Ref 10j: For Official Use Only applies. See Addendum.
- d. Ref 11c: Any classified information generated in the performance of this contract shall require the contractor to apply derivative classification and markings consistent with the source material. Specials consideration apply. See Addendum.
- e. Ref 11i: EMSEC Requirements apply. See Addendums.
- f. Ref 11j: OPSEC Requirements apply. ASC/GRC will provide OPSEC requirements.
- g. Ref 11l: Notification of Government Security Activity and Visitor Group Security Agreement applies: See contract clause in Section I for details.---Performance will occur as followed

Aircraft	Performance Location	Servicing Security Activity
C-40C	Andrews AFB	201st AS/DOMP

- h. Ref 17e: Eero Kaarma, ACO - 206-544-1274, DCM Boeing-Seattle, PO Box 3707, M/S 4C-97, Seattle, WA 98124-2207

- i. Ref 17f: SMSgt Jeffery Norvell, (240) 857-7161, 201st AS/DOMP, 1234 Menoher Dr., Andrews AFB MD 20762-6519

88 SFS/SFAS, 8D1 Tenth St., WPAFB OH 45433-7142

(Prog Mgr C-40C - Mr. Paul Suhr - 937-255-7822, ASC/GRC, 2590 Loop Road West, WPAFB, OH 45433-7142.)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. ☒ Yes ☐ No  
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Contractor Performance will occur at Andrews AFB, MD. DSS is relieved of all inspection responsibility for contractor performance on the installation. Servicing Security Activity (SSA) will maintain security oversight, at each Government installation. See Block 13 i.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL  
JOSEPH C. LEISING

b. TITLE  
Contracting Officer

c. TELEPHONE (Include Area Code)  
937-656-9513

d. ADDRESS (Include Zip Code)  
ASC/GRC  
2590 Loop Road West, Suite 210  
Wright-Patterson AFB, OH 45433-7142

e. SIGNATURE

*Joseph C. Leising*

17. REQUIRED DISTRIBUTION

- |              |   |
|--------------|---|
| 88 SFS/SFAS  | a. CONTRACTOR   |
| COORDINATION | b. SUBCONTRACTOR  |
| PC-ONLY      | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR          |
|              | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
|              | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
|              | f. OTHERS AS NECESSARY  |

DO FORM 254 (BACK), DEC 1999

88 SFS/SFAS Bldg 8  
1801 TENTH ST ROOM 103



**ADDENDUM TO DD FORM 254 (Block 10j)  
FOR OFFICIAL USE ONLY (FOUO)**

*(Reference DoD Regulation 5400.7/Air Force Supplement, 22 July 1999.)*

1. **GENERAL:** FOUO is information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public because disclosure would cause a foreseeable harm to an interest protected by one or more of the Freedom of Information Act (FOIA) exemptions 2 through 9. Additional information on FOUO may be obtained by contacting the User Agency. FOUO is assigned to information at the time it is created in a DoD Agency or derivatively as instructed in a Security Classification Guide.

**MARKING:**

a. FOUO information received (released by a DoD component) should contain the following marking, when received: ***THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER FOIA. EXEMPTION(S) \_\_\_\_\_ APPLIES/APPLY.***

b. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any). Each paragraph containing FOUO information shall be marked as such.

c. Within a classified document, an individual page that contains both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. An individual page that contains FOUO information but no classified information shall be marked "FOR OFFICIAL USE ONLY" at the top and bottom of the page, as well as each paragraph that contains FOUO information. NOTE: For "production efficiency" the entire document may be marked top and bottom with the highest level of classification contained within it, as long as every paragraph is marked to reflect the specific classification of the information it contains.

d. Mark other records, such as computer print outs, photographs, films, tapes, or slides "FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.

e. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the text begins.

3. **DISSEMINATION:** FOUO may be disseminated between officials of DoD Components, DoD contractors, consultants and grantees to conduct official business for DoD. Recipients shall be made aware of the status of such information and transmission shall be by means that preclude unauthorized public disclosure.

4. **TRANSMISSION:** FOUO information shall be transmitted in a manner that prevents disclosure of the contents. When not commingled with classified information, it may be sent via first-class mail or parcel post. Bulky shipments, i.e. testing materials, that otherwise qualify under postal regulations, may be sent by fourth-class mail. FOUO information may also be sent over facsimile equipment; however, when deciding whether to use this means, balance the sensitivity of the records against the risk of disclosure. Consider the location of sending and receiving machines and ensure authorized personnel are available to receive the FOUO information as soon as it is transmitted. Transmittal documents shall call attention to the presence of FOUO attachments. FOUO information may also be sent via e-mail, if it is sent via a system that will prevent unintentional or unauthorized disclosure.

5. **STORAGE:** To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal building security, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked containers such as file cabinets, desks, or bookcases. *Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.*

6. **DESTRUCTION:** When no longer needed, FOUO information shall be disposed of by any method that will preclude its disclosure to unauthorized individuals.

Effective 12 February 2002



**ADDENDUM TO DD FORM 254 (Block 11c)  
SPECIAL CONSIDERATIONS  
(AFMAN 33-214V EXTRACT)**

**3.4. Special Items.** People may innocently introduce other radio devices, such as pagers, hand-held portable transceiver radios, cellular telephones, cordless telephones, and cordless microphones into the area processing classified information with disastrous results. Also, alarm systems may use radio transmitters to alert remotely located security or fire-fighting teams.

**3.4.1. Hand-Held Radios.** These countermeasures are required. Hand-held radio transceivers used with intrabase radios and land mobile radios deserve special consideration because of their unique operational applications. A person may carry these devices into an area where classified information is processed. If the person carrying such a device works in the facility, either turn off the device and use the telephone or separate it 2 meters from classified processors: no transmissions are allowed. If the person carrying the device is a short-term visitor, it is not necessary to turn off the radio because the visitor usually moves about in the facility. Infrequent transmissions are allowed, but only for short durations.

**3.4.2. Beepers and Pagers.** These countermeasures are required. Beepers and pagers deserve special consideration because of their unique operational applications. A person may carry these devices into an area where classified information is processed. If the person carrying such a device works in the facility, either turn off the device and use the telephone or keep the device 2 meters from classified processors. If the person carrying the device is a short-term visitor, it is not necessary to turn off the device because the visitor usually moves about in the facility. If the device has a transmit capability, follow the instructions for hand-held radios.

**3.4.3. Alarm Systems.** These countermeasures are required. The mode of operation of alarm systems radio frequency transmitters will determine their treatment. Any such transmitter with a continuous transmit mode or a high duty cycle (transmits most of the time) must meet the same separation requirements as all other fixed transmitters; follow the applicable guidance in paragraph 3.3. If they do not meet these requirements, exclude them from operating in the classified information processing area. Low duty cycle (transmits short bursts infrequently) systems are not considered hazards and require no special treatment.

**3.4.4. Cellular Telephones.** These countermeasures are required. When a cellular telephone is used as an operational necessity separate it 5 meters from RED equipment. When the cellular telephone is a personal asset, its use is prohibited. Disable the unit from receiving calls or separate it 10 meters from RED processors. Cellular telephones are excluded from operating within 10 meters of the classified information processing area when the facility is located outside the United States.

**3.4.5. Cordless Telephones.** These countermeasures are required. When a radio frequency cordless telephone is used as an operational necessity, separate it 5 meters from RED equipment. When the cordless telephone is a personal asset, its use is prohibited. Disable the personal cordless telephone from receiving calls or separate it 10 meters from RED processors. There are no separation requirements for infrared cordless telephones. Cordless telephones are excluded from operating within 10 meters of the classified information processing area when the facility is located outside the United States.

**3.4.6. Cordless Microphones.**

**3.4.6.1. Radio Frequency Cordless Microphones.** These countermeasures are required. When a radio frequency cordless microphone, encrypted or unencrypted, is used for briefing either classified information or unclassified information, separate it 10 meters from RED equipment. Using unencrypted radio frequency cordless microphones for classified briefings is prohibited.

**3.4.6.2. Infrared Cordless Microphones.** These countermeasures are required. Using an infrared cordless microphone for briefing classified information requires blocking the line of sight to a possible place where an adversary could detect the infrared emanations. Do not forget that smooth or shiny surfaces cause infrared signals to be reflected. The best solution is to use a closed room, keeping the doors closed and covering the windows with drapes.

**3.4.7. Cordless Accessories.** These countermeasures are required. When a radio frequency cordless accessory such as a keyboard or a mouse is used, separate it 5 meters from RED equipment. Radio frequency cordless accessories cannot be used to process classified information unless encrypted.

**3.4.8. Wireless Local Area Networks (LAN).** These countermeasures are required. When a radio frequency wireless LAN is used, separate the transmitter and receiver units 5 meters from RED equipment.

**3.4.9. Infrared LANs.** These countermeasures are required. An infrared LAN processing classified information requires blocking the line of sight to a possible place where an adversary could detect the infrared emanations. Do not forget that smooth or shiny surfaces cause infrared signals to be reflected. The best solution is to use a closed room, keeping the doors closed and covering the windows with drapes.

**3.4.10. Infrared Devices.** These countermeasures are required. Infrared devices not covered by any subparagraph of paragraph 3.4 requires blocking the line of sight to a possible place where an adversary could detect the infrared emanations. Do not forget that smooth or shiny surfaces cause infrared signals to be reflected. The best solution is to use a closed room, keeping the doors closed and covering the windows with drapes.

NOTE: If guidance in paragraph 3.3 on Alarm signals is needed, please contact the Program Manager/Contract Monitor to obtain.

Effective 9 April 2002



ADDENDUM TO DD FORM 254 (Block 11i)  
EMISSION SECURITY (EMSEC) REQUIREMENTS  
(FORMERLY TEMPEST REQUIREMENTS)

EMISSIONS SECURITY ASSESSMENT REQUEST (ESAR)

FOR ALL CLASSIFIED SYSTEMS

1. The contractor shall ensure that compromising emanations (EMSEC) conditions related to this contract are minimized.
2. The contractor shall provide countermeasure assessment data to the Contracting Officer (CO), in the form of an ESAR. The ESAR shall provide only specific responses to the data required in paragraph 3 below. The contractor's standard security plan shall NOT be used as a "stand-alone" ESAR response. The contractor shall NOT submit a detailed facility analysis/assessment. The ESAR information will be used to complete an EMSEC Countermeasures Assessment Review of the contractor's facility to be performed by the government EMSEC authority using current Air Force EMSEC directives. EMSEC is applied on a case-by-case basis and further information may be required to complete the review. The contractor shall provide this information to the CO when requested. After the evaluation of the ESAR by the government EMSEC authority, additional EMSEC requirements may be necessary. When changes to the information required in paragraph 3 below occurs (including, but not limited to, relocation, additions, or deletions of equipment from the original approved room), the contractors shall notify the CO of these changes. Upon request, the contractor shall submit to the CO a new ESAR, identifying the new configuration at least 30 days before the change occurs. The contractor shall NOT commence processing with the new configuration until receiving, as a minimum, interim approval from the CO.

\*ESAR contents shall include, as a minimum, the following information:

- a. The specific classification and special categories of material to be processed/handled by electronic means. Include percentage of each classification level used including unclassified (i.e., 5% Top Secret, 10% Secret/SAR, 25% Secret, 60% Unclassified).
  - b. The specific location (complete address, building/room number, or office) where classified processing will be performed. Include identification of any other contractor/company located within 200 meters of the facility.
  - c. Attach a copy of the Defense Investigative Service (DIS) Form 147 to validate physical security and approved storage level of the facility.
  - d. Provide the name, title, and telephone number (commercial and/or DSN) of a point of contact at the facility where processing will occur.
4. The prime contractor shall ensure that all subcontractors and/or vendors comply with EMSEC requirements when performing classified processing related to this contract. The subcontractor will provide the above documentation through their prime to the CO to complete the ESAR.

\*NOTE: A copy of your Automated Information System Security Plan(s) (AISSP) will suffice.

Effective 9 April 2002

## ADDENDUM TO DD FORM 254 (Block 11L)

**NOTIFICATION OF SERVICING SECURITY ACTIVITY**

1. Thirty days before the date Contractor operations will begin on the Government Installation, the Contractor shall provide the Servicing Security Activity the following information:

a. The name, address, and telephone number of your company's Facility Security Officer and your designated on-site security representative;

b. The contract number and military contracting command;

c. The highest classification category of defense information to which Contractor employees will have access;

d. The date Contractor operations will begin on the installation;

e. The estimated completion date of operations on the installation;

2. This requirement is in addition to visit request notification procedures contained in DoD 5220.22M, National Industrial Security Program Operating Manual, Chapter 6.

Effective 12 February 2002

## ATTACHMENT 8, Leased Aircraft

The aircraft leased under this contract are hereby identified as follows:

Aircraft	Manufacturer's Serial Number	Tail Number	Engine Serial Number(s)
C-40C #1	30755	N752BC	876358, 876360
C-40C #2	30753	N754BC	877225, 877231
C-40C #3			
C-40B #1			